

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE:

CASE NO. 19-30915

Zachary S. Harper

CHAPTER 7

Debtor(s).

JUDGE Guy R. Humphrey

ABANDONMENT OF
PROPERTY BY TRUSTEE

Real Property located at:
52 S. Maple Street, Germantown, OH 45327

The Trustee having been requested by Union Savings Bank to abandon the property set forth below and based on the representations made by such party as follows:

1. The property to be abandoned is Real Property located at 52 S. Maple Street, Germantown, OH 45327 and described more fully in the attached exhibits.

Wherefore, Trustee states that, there is no equity in the estate for the benefit of unsecured creditors, that said premises is of inconsequential or no value to the estate and that therefore, the Trustee hereby abandons his interest in said real estate known as 52 S. Maple Street, Germantown, OH 45327.

/s/ Paul Spaeth
Paul Spaeth
7925 Paragon Road
Suite 101
Dayton, OH 45459
Chapter 7 Trustee

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Trustee Abandonment was served (i) **electronically** on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the court and (ii) by **ordinary U.S. Mail** on April 15, 2019 addressed to:

Zachary S. Harper
439 Poplar St.
Brookville, OH 45309
Debtor

LAURITO & LAURITO, LLC

/s/ Nicholas E. O'Bryan
Nicholas E. O'Bryan (0082711)
Attorney for Movant

Loan No: [REDACTED]

NOTE

05/18/2015

Germantown

[Date]

[City]

CERTIFIED TRUE COPY

Closing Officer

OH

[State]

52 S Maple St, Germantown, OH 45327
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 69,000 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Union Savings Bank, An Ohio Corporation. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on 07/01/2015. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 06/01/2045, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 8534 E Kemper Road, Cincinnati, Ohio 45249 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 319.55.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Initial  Initial _____

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may, enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

Initial 02 Initial _____

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

13 days f. Vayn (Seal)
Zaekary S Helper - Borrower

(Seal)

(Seal) _____ - Borrower

[Sign Original Only]

Organization: Union Savings Bank

Individual Loan Originator: Chris Heiland

Type: MTG
Kind: MORTGAGE
Recorded: 06/11/2015 10:16:06 AM
Fee Amt: \$60.00 Page 1 of 6
Montgomery County, OH
Willis E. Blackshear County Recorder
File# [REDACTED]

EXHIBIT B

After Recording Return To:
Landmark Title Agency, Inc.
280 Regency Ridge, Ste 1500
Dayton, Ohio 45459

[Space Above This Line For Recording Data]

(b)

MORTGAGE

Loan No. [REDACTED]

File No. [REDACTED]

LANDMARK TITLE AGENCY SOUTH, INC. Parcel # D13-1-4-155
280 REGENCY RIDGE, SUITE 1500
DAYTON, OHIO 45459
BOX

DEFINITIONS:

Words used in multiple sections of this document are defined below and in the Master Mortgage Form (as hereinafter defined).

- (A) "Security Instrument" means this document, which is dated May 18th, 2015 together with all Riders to this document and the Master Mortgage Form.
- (B) "Borrower" is Zachary S. Harper, unmarried

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Union Savings Bank. Lender is a corporation organized and existing under the laws of the State of Ohio. Lender's address is 8534 E. Kemper Road, Cincinnati, Ohio 45249. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 18th, 2015. The note states that Borrower owes Lender Sixty Nine Thousand and 00/100 Dollars

(\$69,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than June 1st, 2045.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

Adjustable Rate Rider Condominium Rider Second Home Rider

Balloon Rider Planned Unit Development Rider Legal Description

1-4 Family Rider Bi-Weekly Payment Rider

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TRANSFER OF RIGHTS IN THE PROPERTY:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County of Montgomery, State of Ohio.

SEE ATTACHED EXHIBIT A

which currently has the address of 52 S. Maple Street,
(Street)
Germantown, Ohio 45327 ("Property Address").
(City) (Zip Code)

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

MASTER MORTGAGE FORM:

All terms of that certain master mortgage form ("Master Mortgage Form") recorded, pursuant to Ohio Revised Code Section 5302.15 in the office of the applicable Ohio Recorder as described on the attached Exhibit B by Union Savings Bank (sometimes on title line only, Union Saving Bank), by Charles W. Thornton, are by this reference incorporated as fully and to the same extent as if set forth and contained herein.

COPY:

A copy of the Master Mortgage Form has been furnished to the mortgagor prior to the execution of this Security Instrument and mortgagor hereby acknowledges receipt of the same by signing at the end of this instrument.

CERTAIN OTHER ADVANCES:

In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, Montgomery County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section to acknowledge, affirm and comply with the provision of §5301.233 of the Revised Code of Ohio.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including but not limited to the Master Mortgage Form) and in any Rider executed by Borrower and recorded with it. If for any reason the Master Mortgage Form shall not be deemed a part of this Security Instrument, this two (2) page instrument, plus any Rider(s) and attached legal description shall stand by itself as a mortgage document, binding on Borrower for the benefit of Union Savings Bank, its successors and assigns.

Zachary S. Harper _____ (Seal)
Zachary S. Harper Borrower

_____ (Seal)
Borrower

[Space Below This Line For Acknowledgement]

STATE OF Ohio)
)
COUNTY OF Montgomery) SS:

This instrument was acknowledged before me this May 18th, 2015, by
Zachary S. Harper, unmarried.

Witness my hand and official seal.

My commission expires:



THIS INSTRUMENT PREPARED BY:
Union Savings Bank,

Organization: Union Savings Bank, NMLSR ID: 446047
Individual Loan Originator: Chris Heiland, NMLSR ID: 1127447

Exhibit "A"

Situate in the County of Montgomery in the State of Ohio and in the City of Germantown and being lot numbered SEVEN HUNDRED NINE (709) of the consecutive numbers of lots on the revised plat of said City of Germantown, Ohio.

Auditor Parcel No: D13-1-4-155

Also known as: 52 S. Maple Street, Germantown, OH 45327

County Recorder	Date Filed	EXHIBIT B Filing Information
Adams County	7/14/03	Instrument # 200300004015, OR Book 197, page 503
Allen County	7/14/03	Instrument # 200317130, Vol. 1608, page 42
Ashland County	7/15/03	Instrument # 8166, OR Book 0349; page 0354
Ashtabula County	7/14/03	Instrument #200300014997, OR Book 258, page 448
Athens County	7/15/03	Instrument #20030006798, OR Book 351, page 2345
Auglaize County	7/11/03	Instrument #200300008116, OR Book 488, page 2131
Belmont County	7/14/03	Instrument #200300007912, OR Vol. 912; page 737
Brown County	7/17/03	Instrument #200300008747, OR Book 290; page 1851
Butler County	7/28/03	Instrument #200300080819, OR Book 7164, page 1124
Carroll County	7/21/03	Instrument #200300005026, Book 402, page 219
Champaign County	7/15/03	Instrument #200300006597, OR Book 414, page 2329
Clark County	7/15/03	Instrument #200300023470, OR Vol. 1618, page 1551
Clermont County	7/29/03	Instrument #200300046768, OR Book 1661, page 1951
Clinton County	7/11/03	Instrument #2003-00058037, Book 504, page 823
Columbiana County	7/15/03	Instrument #2003-00015812, Book 1169, page 19
Coshocton County	7/14/03	Instrument #200300005250, OR Book 308, page 454
Crawford County	7/14/03	Instrument #200300100383, OR Book 778, page 638
Cuyahoga County	7/23/03	Instrument #200307230135
Darke County	7/11/03	Instrument #200300008478, OR Book 328, page 1454
Defiance County	7/14/03	Instrument #200300008180, OR 262, page 0239
Delaware County	7/18/03	Instrument #20030048758, OR Book 388, page 54
Erie County	7/15/03	Instrument #RN200313565
Fairfield County	7/15/03	Instrument #200300027770, OR Book 1293, page 846
Fayette County	7/14/03	Instrument #200300004406, OR Book 133, page 1866
Franklin County	7/30/03	Instrument #200307300237348
Fulton County	7/14/03	Instrument #200300136078, OR Book 228, page 502
Gallia County	7/14/03	Instrument #033215, Vol. 390, page 131
Geauga County	7/14/03	Instrument #200300667078, OR Book 1650, page 979
Greene County	7/25/03	Instrument #31205, Vol. 2054, page 632
Guernsey County	7/21/03	Instrument #200300005809, OR Book 365, page 725
Hamilton County	7/25/03	Doc. #03-0439622, OR 09339, page 05272
Hancock County	7/14/03	Instrument #200300013973, OR 2198, page 2041
Hardin County	7/14/03	Instrument #200300019156, OR Vol. 426, page 1157
Harrison County	7/11/03	Instrument #200300002195, OR Book 140, page 711
Henry County	7/11/03	Instrument #200300037285, OR Vol. 178, page 2313
Highland County	7/10/03	Instrument #200300006911, OR Book 479, page 952
Hocking County	7/21/03	Instrument #200300004843, OR Book 276, page 757
Holmes County	7/22/03	Instrument #200300024850, OR Book 157, page 604
Huron County	7/11/03	Instrument #200308974, OR Vol. 0257, page 0852
Jackson County	7/14/03	Instrument #200300034854; Book 11, page 797
Jefferson County	7/11/03	Instrument #172267, OR Vol. 579, page 283
Knox County	7/14/03	Instrument #200300010152, Book 806, page 181
Lake County	7/11/03	Instrument #2003RO42540
Lawrence County	7/11/03	Instrument #007226, OR 0234, page 656
Licking County	7/18/03	Instrument #200307180033635
Logan County	7/14/03	Instrument #2003008454, OR Book 657, page 5
Lorain County	7/30/03	Instrument #20030936533, #1985
Lucas County	7/23/03	Instrument #20030723-0044134
Madison County	7/21/03	Instrument #200300006965, OR Book 166, page 1701
Mahoning County	7/14/03	Instrument #200300034859, OR 5350, page 1439
Marion County	7/15/03	Instrument #2003-00009368, book 713, page 518
Medina County		
Meigs County	7/14/03	Instrument #200300002474, OR Book 173, page 133
Mercer County	7/11/03	Instrument #200300007185, OR Book 169, page 2133
Miami County	7/11/03	Instrument #0374839, Vol. 1449, page 400
Monroe County	7/14/03	Instrument #034621, OR Vol. 0105, page 077
Montgomery County	7/28/03	Mort-03-112372
Morgan County	7/15/03	Instrument #200300027276, OR Book 121, page 725
Morrow County	7/14/03	Instrument #286337, Vol. 486, page 904
Muskingum County	7/14/03	Instrument #200300071732, book 1781, page 376

Noble County	7/14/03	Instrument #200300029532, OR Vol. 100, page 992
Ottawa County	7/15/03	Instrument #200300123238, OR Book 934, page 554
Paulding County	7/11/03	Instrument #20030003850, OR Book 492, page 1151
Perry County	7/14/03	Instrument #20030004978, OR Book 297, page 2000
Pickaway County	7/16/03	Instrument #200300008427, OR Vol. 527, page 1061
Pike County	7/17/03	Instrument #200300003290, OR 206, page 901
Portage County	7/14/03	Instrument #200325937
Preble County	7/14/03	Instrument #200300041048, OR Book 196, page 2530
Putnam County		
Richland County	7/15/03	Instrument #200300018037, OR Book 1256, Page 480
Ross County	7/14/03	Instrument #200300010505, OR Vol. 249, page 520
Sandusky County	7/14/03	Instrument #200300010058, Vol. 733, page 0123
Scioto County	7/14/03	Instrument # 007678, Mtg. Book 1025, page 181
Seneca County	7/21/03	Instrument #200300079402, OR Book 216, page 2901
Shelby County	7/14/03	Instrument #200300009094, OR Book 1256, page 16
Stark County	7/15/03	Instrument #200307150067003
Summit County	7/16/03	Instrument #54907920
Trumbull County		
Tuscarawas County	7/24/03	Instrument #200300014493, OR Vol. 1117, page 508
Union County	7/14/03	Instrument #286645, OR 466, page 316
Van Wert County	7/11/03	Instrument #200300005223, OR Book 290, page 2322
Vinton County	7/25/03	Instrument #200300077203, OR 0 102, page 866
Warren County	7/28/03	Book 3177, page 521
Washington County	7/16/03	Instrument #200300008597, OR Vol. 372, page 991
Wayne County	7/14/03	Instrument #200300155753, OR Book 436, page 2350
Williams County	7/21/03	Instrument #200300039476, OR Book 152, page 1314
Wood County	7/15/03	Instrument #2003 22415, OR Vol. 2285, page 810
Wyandot County	7/14/03	Instrument #13561, Vol. 102, page 61

THIS INSTRUMENT PREPARED BY:

Union Savings Bank
8534 E. Kemper Road
Cincinnati, Ohio 45249

File# 2015-00030613

EXHIBIT C

(2)

QUIT CLAIM DEED

Donnie W. Harper and Crystal R. Harper, husband and wife for valuable consideration paid, grant(s), to:

Zachary S. Harper

whose tax mailing address is: 52 S. Maple Street, Germantown, Ohio, 45327

the following REAL PROPERTY:

Situate in the County of Montgomery in the State of Ohio and in the City of Germantown and being lot numbered SEVEN HUNDRED NINE (709) of the consecutive numbers of lots on the revised plat of said City of Germantown, Ohio.

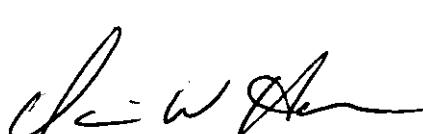
Auditor Parcel No: D13-1-4-155

Also known as: 52 S. Maple Street
Germantown, OH 45327

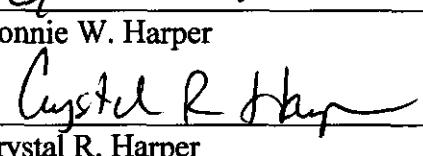
Prior Instrument Reference: Instrument 08-085152 of the Deed Records of Montgomery County, Ohio.

Executed by Donnie W. Harper and Crystal R. Harper this 18 day of May, 2015.

LANDMARK TITLE AGENCY SOUTH, INC.
230 REGENCY RIDGE, SUITE 150
DAYTON, OHIO 45459
BSK



Donnie W. Harper



Crystal R. Harper

State of Ohio, County of Montgomery, SS:

BE IT REMEMBERED, That on this 18 day of May, 2015, before me, the subscriber, a Notary Public, in and for said county, personally came Donnie W. Harper and Crystal R. Harper, husband and wife, the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and aforesaid year.



Chris B Heiland
Notary Public

This instrument was prepared by:

John M. Ruffolo
Attorney At Law
7501 Paragon Road
Dayton, Ohio 45459